



PALSUN® Polycarbonate Sheet Basic Series of Products

(See separate warranties for Palsun UV Series and Palsun Specialty Series of Polycarbonate Sheets)

Manufacturer's 5 (Five) Year Limited Warranty

This limited warranty must be completed by the dealer at the time of sale.

Customer Name: _____

Date of Sale: _____

Distributor Name: _____

Distributor

PO Number: _____

Definitions

"PALSUN® Basic Series of Solid flat Polycarbonate sheets, (hereinafter "the Product") are hereby warranted for breakage, due to manufacturing defect by PALRAM Americas, Inc. (herein after "the Manufacturer"), for a period of 5 (Five) years from Commencement Date subject to the definitions, terms and conditions contained herein.

Scope of Warranty

Installation — This warranty applies only when the Product is used in interior flat vertical applications, specifically excluding transportation, outdoor recreational and off-road vehicle applications.

Breakage — Excessive loss of impact strength will be determined by test according to ISO 6603/1-1985(E) and/or ASTM D-5628-95 method F, to be applied on a sample of the broken sheet. This warranty applies only if the sample will be brittle broken in this test into separate pieces (shatter). The warranty against breakage applies only to sheet fabricated, installed, and cleaned according to the Manufacturer's recommendations. PALSUN® Basic sheet is substantially stronger than acrylic and resists impact, abuse, and vandalism. However, no material can be described as unbreakable, for it is impossible to account for all types of usage.

Commencement Date — The commencement date shall be the date of the Product's manufacture or—if such date does not appear on the product—the date upon which the Product was purchased from the Manufacturer.

Limitations — This warranty shall be valid only if the product is handled, stored, cleaned, installed and maintained in accordance with Manufacturer's written recommendations.

Claims and Notifications — Every warranty claim must be submitted in writing to the Manufacturer or original dealer within the warranty period and immediately after occurrence of breakage, enclosing the original sales receipt and this warranty; The claimant must allow the Manufacturer to inspect any or all of the sheets involved and the installation site itself while the sheets are still in their original position and have not been removed or moved or altered in any way and/or return the sheets to the Manufacturer for testing. The Manufacturer reserves the right to investigate independently the cause of any failure.

Compensation — If the Product breaks, within five (5) years from the date of sale, due to a manufacturing defect and approved by the Manufacturer as such, subject to the definitions and conditions set forth herein, then the purchaser will receive a free replacement sheet, provided the claimant complies with the Claims and Notifications clause stated herein. If a replacement sheet cannot be provided within fourteen days, the Manufacturer may opt to refund the original sheet purchase price.

This Manufacturer's warranty does not cover any costs and expenses of removal and installation of sheets or any other direct or indirect loss(es) which may result from the sheet failure.

Jurisdiction — This limited warranty shall be governed by and shall be construed according to the laws of the State of Pennsylvania, USA. Any claim or dispute related to the product and/or this warranty shall be exclusively brought before the appropriate court in the State of Pennsylvania, USA, which shall have the exclusive jurisdiction in any such claim or dispute.

THIS LIMITED WARRANTY SHALL BE THE MANUFACTURERS SOLE WARRANTY APPLICABLE TO THE PRODUCT. ANY OTHER CLAIMS FOR DAMAGE OR LOSS DIRECT, INDIRECT OR CONSEQUENTIAL, WHATEVER THE CAUSE THEREOF, ARE EXPRESSLY EXCLUDED FROM THE WARRANTY. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCE SHALL THE MANUFACTURER BE LIABLE FOR ANY AMOUNT GREATER THAN THE ORIGINAL PRICE PURCHASER PAID FOR THE PRODUCT.

Disclaimer

THE MANNER IN WHICH YOU USE AND THE PURPOSE TO WHICH YOU PUT AND UTILIZE OUR PRODUCTS, TECHNICAL ASSISTANCE, AND INFORMATION (WHETHER VERBAL, WRITTEN OR BY WAY OF PRODUCTION EVALUATIONS), INCLUDING ANY SUGGESTED FORMULATIONS AND RECOMMENDATIONS ARE BEYOND OUR CONTROL. THEREFORE, IT IS IMPERATIVE THAT YOU TEST OUR PRODUCTS, TECHNICAL ASSISTANCE, AND INFORMATION TO DETERMINE TO YOUR OWN SATISFACTION WHETHER THEY ARE SUITABLE FOR YOUR INTENDED USES AND APPLICATIONS. THIS APPLICATION-SPECIFIC ANALYSIS MUST AT LEAST INCLUDE TESTING TO DETERMINE SUITABILITY FROM A TECHNICAL AS WELL AS HEALTH, SAFETY, AND ENVIRONMENTAL STANDPOINT. SUCH TESTING HAS NOT NECESSARILY BEEN DONE BY US. UNLESS WE OTHERWISE AGREE IN WRITING, ALL PRODUCTS ARE SOLD STRICTLY PURSUANT TO THE TERMS OF OUR STANDARD CONDITIONS OF SALE. ALL INFORMATION AND TECHNICAL ASSISTANCE IS GIVEN WITHOUT WARRANTY OR GUARANTEE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT YOU ASSUME AND HEREBY EXPRESSLY RELEASE US FROM ALL LIABILITY, IN TORT, CONTRACT OR OTHERWISE, INCURRED IN CONNECTION WITH THE USE OF OUR PRODUCTS, TECHNICAL ASSISTANCE, AND INFORMATION. ANY STATEMENT OR RECOMMENDATION NOT CONTAINED HEREIN IS UNAUTHORIZED AND SHALL NOT BIND US. NOTHING HEREIN SHALL BE CONSTRUED AS A RECOMMENDATION TO USE ANY PRODUCT IN CONFLICT WITH PATENTS COVERING ANY MATERIAL OR ITS USE. NO LICENSE IS IMPLIED OR IN FACT GRANTED UNDER THE CLAIMS OF ANY PATENT.

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